

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION
DONGA MANTUNG DIVISION

MISAJE COUNCIL

MISAJE COUNCIL INTERNAL
TENDERS BOARD



REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD OUEST
DEPARTMENT DU DONGA MANTUNG

COMMUNE DE MISAJE

COMMISSION INTERNE DE PASSASSION DES
MARCHES DE LA COMMUNE DE MISAJE

TENDER FILE

PROJECT OWNER:

THE MAYOR OF MISAJE COUNCIL

CONTRACTING AUTHORITY:

THE MAYOR OF MISAJE COUNCIL

TENDER BOARD:

MISAJE COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION

N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 for the
Supply of chairs , canopies and accessories to MISAJE COUNCIL,
DONGA-MANTUNG DIVISION

FINANCING: BIP/MINDDEL- 2024

BUDGET HEAD:

RECORD NUMBER: **IZ03355**

VOTE OF CHARGE: **58 27 100 02 641636 464211 821**

2024 FISCAL YEAR

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COMMISSION INTERNE DE PASSASSION DES
MARCHES DE LA COMMUNE DE MISAJE

NOTICE OF REQUEST FOR QUOTATION

SUBJECT: REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 FOR THE SUPPLY OF CHAIRS, CANOPIES AND ACESSORIES TO MISAJE COUNCIL, DONGA-MANTUNG DIVISION

Within the framework of the execution of the 2024 state budget of the Republic of Cameroon represented by the Mayor of MISAJE Council, Contracting Authority, hereby launches in an **emergency procedure** a Request for Quotation for THE SUPPLY OF CHAIRS, CANOPIES AND ACESSORIES TO MISAJE COUNCIL, DONGA-MANTUNG DIVISION North West Region.

1. PARTICIPATION: Participation in this Request for Quotation is opened to all Cameroonian companies and business concerns that have proven capacities in the domain of medical equipment.

2. FUNDING: The supplies, subject of this Request for Quotation, shall be financed through the Public Investment Budget of 2024 for **MINDDEL** of the Republic of Cameroon as follows:

S/N	ETABLISSEMENT	Provisional Amount	RECORD NUMBER	VOTE OF CHARGE
1	MISAJE COUNCIL	15,000,000	IZ03355	58 27 100 02 641636 464211 821

3. CONSULTATION AND ACQUISITION OF THE TENDER FILE: In compliance with circular N°. 000001/CL/PR/MINMAP/CAB of 15 January 2021 relating to the issuance of tender files purchase receipts and making of these tender files available to the potential bidders, the file may be consulted at the Service for the awards of contracts from the MISAJE Council upon presentation of a non-refundable Treasury receipt of thirty thousand (30,000) FCFA, payable at the Municipal Treasury of MISAJE. Such a receipt shall identify the payment as representing the company that wants to participate in the tender.

5. SUBMISSION OF BIDS: Each bid drafted either in English or French in seven (07) copies that is one (01) original and six (06) copies marked as such in accordance with the prescriptions of the consultation file should be submitted against a receipt at the MISAJE Council not later than **28./03../ 2024** at **09 A.M** local time and should carry the inscription:

REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 FOR THE SUPPLY OF CHAIRS, CANOPIES AND ACESSORIES TO MISAJE COUNCIL, DONGA-MANTUNG DIVISION

"TO BE OPENED ONLY AT THE TENDERS OPENING SESSION"

6. OPENING AND EVALUATION OF THE BIDS: The opening and evaluation of the bids shall be done in one phase on **28./03../ 2024** at **10 A.M** in the Conference Hall of MISAJE Council Internal Tenders Board. Only bidders may attend or they may be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity. The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed submission letter.

7. COMPLEMENTARY INFORMATION: Complementary technical information may be obtained every day during working hours from the MISAJE Council, , Tel (237) .672 889 902 / 675 527 539

Copies:

- ARMP (for publication and archiving)
- MINMAP/NW (for filling)
- Chairperson of M.CITB (for information)
- Notice boards (for information)

MISAJE, the 06/.03/ 2024

THE MAYOR





AVIS DE CONSULTATION POUR UNE DEMANDE DE COTATION

OBJET : CONSULTATION 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 DU/...../ 2024 POUR LA FOURNITURE DES CHAISES, TENTES DEMONTABLES A BALDAQUIN ET AUTRES ACCESSOIRES A LA COMMUNE DE MISAJE ET AUTRES ACCESSOIRES A LA COMMUNE DE MISAJE A LA COMMUNE DE MISAJE , DONGA-MANTUNG, NORD-OUEST.

Dans le cadre de l'exécution du Budget d'Investissement Public 2024 l'Etat du Cameroun représenté par, le Maire de la Commune de MISAJE, Autorité Contractante, lance en **procédure d'urgence** une demande de quotation pour LA FOURNITURE DES CHAISES, TENTES DEMONTABLES A BALDAQUIN ET AUTRES ACCESSOIRES A LA COMMUNE DE MISAJE ET AUTRES ACCESSOIRES A LA COMMUNE DE MISAJE A LA COMMUNE DE MISAJE

1. PARTICIPATION: La participation à cette consultation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises Camerounaises régulièrement inscrites dans le registre de commerce et justifiant des capacités pour la fourniture des équipements.

2. FINANCEMENT: Les prestations de la présente demande de quotation, sont financées par le BUDGET D'INVESTISSEMENTS PUBLICS 2024 pour le MIN.... comme suit

S/N	ETABLISSEMENT	MONTANT PROVISOIRES	NUMERO D'ACTE	IMPUTATION
1	MISAJE COUNCIL	15,000,000	IZ03355	58 27 100 02 641636 464211 821

3. CONSULTATION / ACQUISITION DU DOSSIER DE CONSULTATION : Le dossier de consultation peut être obtenu aux heures ouvrables auprès de la Commune de MISAJE sur présentation d'une quittance de versement d'une somme non remboursable de trente mille (30,000) francs CFA à la recette Municipal de MISAJE. Cette quittance devra identifier le payeur comme représentant de l'Entreprise désireuse de participer à l'Appel d'Offres.

4. REMISE DES OFFRES: Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marqués comme tels, conformes aux prescriptions du Dossier de consultation, devra être déposée contre un récépissé sous plis fermé, dans les services de la Commune de MISAJE, au plus tard le **28./03../ 2024** à **10** heures, heure locale et devra porter la mention suivante:

CONSULTATION 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 POUR LA FOURNITURE DES CHAISES, TENTES DEMONTABLES A BALDAQUIN ET AUTRES ACCESSOIRES A LA COMMUNE DE MISAJE ET AUTRES ACCESSOIRES A LA COMMUNE DE MISAJE A LA COMMUNE DE MISAJE , , DONGA-MANTUNG, NORD-OUEST.

« A n'ouvrir qu'en séance de dépouillement »

5. OUVERTURE DES OFFRES: L'ouverture des offres aura lieu en un temps le **28./03../ 2024** à **11** heures précises dans la salle des Conférences de Commune de MISAJE, par la Commission Interne de Passation des marchés Compétente en présence des soumissionnaires.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandaté à cet effet.

Les offres devront être chiffrées hors taxes sur la valeur ajoutée (HTVA) et toutes taxes comprises (TTC), et accompagnées du modèle de soumission signé.

6. RENSEIGNEMENTS COMPLEMENTAIRES : Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de MISAJE, , Tel (237) 672 889 902 / 675 527 539

Ampliations:

- ARMP (pour publication et archivage)
- MINMAP/DM ;
- Président CIPM (pour information)
- Affichage.

MISAJE, le 06/.03/ 2024

Le Maire

THE SECRETARY GENERAL
MISAJE COUNCIL

Jamba Cletus Tita
B.Sc. MANAGEMENT

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NORTH WEST REGION
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MISAJE COUNCIL
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REGION DU NORD OUEST
DEPARTMENT DU DONGA MANTUNG
COMMUNE DE MISAJE
COMMISSION INTERNE DE PASSASSION DES
MARCHES DE LA COMMUNE DE MISAJE

LETTER OF INVITATION

Subject: REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 FOR THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION

Sir/Madam,

Within the framework of the 2024 public investment budget, the Government of the Republic Cameroon has allocated credits for the Acquisition of equipment to in MISAJE COUNCIL, , Donga-Mantung Division. In this regard, find enclosed herein is the bill of estimate and quantities of these items, which you are requested to cost and return to me latest on **28/.03./ 2024** at **09:a.m.** in a sealed envelope bearing the inscription below:

REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 FOR THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION

(TO BE OPENED ONLY AT QUOTATION OPENING SESSION")

Bids shall be submitted latest on the **28/.03./ 2024** at **09 a.m** at the MISAJE Council and reviewed in the Conference Hall of the MISAJE Council Internal Tenders Board. Your bid should be costed, exclusively of value added tax (HT) and all taxes inclusive (TTC) and accompanied by signed submission letter. The items are to be supplied at MISAJE COUNCIL within sixty (60) days as from the date of entry into force of the subsequent Jobbing Order.

Yours sincerely

MISAJE, the .06/.03/ 2024
The Mayor of MISAJE Council
THE SECRETARY GENERAL
MISAJE COUNCIL
Jamba Eletus Tita
B.Sc. MANAGEMENT

SPECIAL RUGULATIONS OF THE CONSULTATION

2.1. REQUEST FOR QUOTATION FILE

Article 1: CONTENT OF THE REQUEST FOR QUOTATION FILE

1.1 The request for quotation file shall describe the supplies which are subject of the consultation and the procedures of the Jobbing Order.

1.2 The request for quotation file shall comprise the following documents:

- a. The letter of invitation to tender,
- b. Special rules of the consultation
- c. Technical specification,
- d. The bill of quantities,
- e. The draft jobbing order,

1.3 The Supplier shall study the instructions, models, conditions and specifications contained in the consultation file.

2.2 BID PREPARATION

Article 2: Language

The bid as well as any correspondence comprising the bid shall be written in English or French.

Article 3: Documents that constitute the bid

The bid presented by the bidders shall comprise the following documents:

IN A SINGLE ENVELOPE: containing one original Bound Booklet and six photocopies of the original Bound Booklets comprising the following:

1. Declaration of intent to tender
2. A certified copy of a taxpayer's card (Carte du contribuable).
3. An Affidavit of non-bankruptcy issued by the competent Court (original).
4. Certified Copy of Business Licence (Patente) for the current financial year OR certificate of conformity
5. An attestation issued by the National Social Insurance Fund (original)
6. An attestation of Bank Account COBAC affiliated (original).
7. A temporary guarantee deposit for the tender of three hundred thousand (300,000) CFA francs (Bid Bond) issued only by a first class bank recognised by COBAC
8. Receipt showing amount paid to obtain the consultation File,.
9. A Certificate of Non Exclusion issued by ARMP.
10. An attestation of site visit signed in the contractor's honour.
11. A site visit report signed by a representative of the contractor
12. Certified true Copies of attestations of past similar supplies and reception minutes done by the bidders for the previous years. Except for new companies
13. Technical specifications or descriptions
14. A submission letter duly filled, dated and signed with a 1500 FCFA fiscal stamp.
15. The Unit price list, duly filled, dated and signed
16. Bill of quantities and cost estimates, duly filled, dated and signed
17. Detail of Unit Prices completed and dated and signed on the last page

Article 4: Bid

4.1 The Bidder shall specify in the bid the place of delivery and nature of prices, all taxes and customs duties inclusive (ATI).

4.2 The Supplier shall complete the Bill of Quantities and Cost estimates provided in the consultation file, including the characteristics of the supplies in the line reserved for that purpose, the unit prices, the total price for each item and the delivery period for the jobbing order.

4.3 The Supplier shall fill and sign the draft jobbing order.

Article 5: Bid Currencies

Prices shall be written in CFA francs.

Article 6: Bid validity period: Bids shall be valid for 60 days.

2.3 DEPOSITE OF FILES

Article 7: Submission of offers and Opening of Bids

All documents shall be sealed in an envelope. This sealed envelope shall carry the following inscriptions:

**REQUEST FOR QUOTATION N° 00...../RQ/NWR/DMD/MC/M.CITB/2024OF 9TH JUEEN 2024 FOR
THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG
DIVISION**

(TO BE OPENED ONLY AT THE TENDER BOARD OPENING SESSION")

Article 8: Latest time and date of submission of bids: Bids shall be received at the address latest at the time and date indicated in the letter of invitation to tender.

2.4 OPENING AND EVALUATION OF BIDS

Article 9: Opening of bids by the Tenders Board.

9.1 The Tenders Board attached to the MISAJE Council (Contracting Authority) shall open the bids in the presence of representatives of suppliers wishing to attend the bid-opening session to hold on the same day as the last day of submission at 11:00 am prompt.

9.2 The above-mentioned Tenders Board shall prepare a report of the bid-opening session as prescribed by the laws in force.

Article 10: Verification of compliance and comparison of bids: The Tenders Board shall verify compliance and compare the bids in the following order;

- Study of the compliance of bids, as regards the administrative documents submitted, delivery periods;
- Verification of arithmetical operations by using, where necessary, the unit prices in words to make any necessary corrections;
- Assess the number of past supplies contract done in the previous years by the bidders and justified with certified true copies of documents requested in 5 of envelope B. Original document can be requested by the members of the Tender Board for necessary verifications; forged documents shall automatically give right to rejection.
- Preparation of a summary table of bids.
- Comparison of technical specifications/description
- Bidders should submit a guarantee or warrantee for six (06) months.

2.5 AWARD OF THE JOBBING ORDER

Article 11: Award of the jobbing order: The Tender Board shall propose the award of the contract to the bidder whose bid would have been deemed compliant with the provisions of the request for quotation, is the lowest and realistic, having past experience in the domain.

Article 12: Announcement of award of the jobbing order: The Mayor of MISAJE Council shall decide on the award and publish the result of the jobbing order in the Contracts Newsletter, through the media and/or by board pasting, stating;

- a) The name of the Holder,
- b) The subject of the request for quotation,
- c) The amount of the jobbing order.
- d) The delivery deadline.

Article 13: Signing of the jobbing order: Within 2 (two) weeks following the award, the jobbing order to be produced at the supplier's cost shall be signed by the Bidder and visaed by the Divisional Controller of finance for Donga-Mantung. Thereafter, the Mayor of MISAJE, Contracting Authority shall sign the jobbing order and notify it to the supplier who shall be responsible for its registration according to the procedure in force.

Article 14: Corruption and fraudulent practices: The Chairpersons and Members of Tender Board as well as Suppliers should at all times comply with the strictest rules of professional ethics. More especially, they should refrain from corruption or any form of fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

(a) Whoever offers, gives, solicits or accepts any benefit whatsoever to influence the action of a State Worker during the award or execution of a jobbing order shall be guilty of "corruption", and

(b) Whoever provides, solicits or accepts several quotations tendered by the same suppliers under different corporate names and/or under different registration numbers shall be guilty of "corruption",

(c) Whoever deforms or distorts facts in order to influence the award or execution of a jobbing order in a manner prejudicial to the Project Owner indulges in "Fraudulent practices".

"Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of the bid) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Project Owner of the benefits of competition.

Article 15: Evaluation of Bids

15.1 Evaluation of Administrative Bid

18. Declaration of intent to tender
19. A certified copy of a taxpayer's card (Carte du contribuable).
20. An Affidavit of non-bankruptcy issued by the competent Court (original).
21. Certified Copy of Business Licence (Patente) for the current financial year OR certificate of conformity
22. An attestation issued by the National Social Insurance Fund (original)
23. An attestation of Bank Account COBAC affiliated (original).
24. A temporary guarantee deposit for the tender of three hundred thousand (300,000) CFA francs (Bid Bond) issued only by a first class bank recognised by COBAC
25. Receipt showing amount paid to obtain the consultation File,.
26. A Certificate of Non Exclusion issued by ARMP.
27. An attestation of site visit signed in the contractor's honour.
28. A site visit report signed by a representative of the contractor
29. Certified true Copies of attestations of past similar supplies and reception minutes done by the bidders for the previous years. Except for new companies
30. Technical specifications or descriptions
31. A submission letter duly filled, dated and signed with a 1500 FCFA fiscal stamp.
32. The Unit price list, duly filled, dated and signed
33. Bill of quantities and cost estimates, duly filled, dated and signed
34. Detail of Unit Prices completed and dated and signed on the last page

Article 16: Eliminary criteria

- Any offer not in conformity with the prescriptions of this request for quotations file shall be declared inadmissible. Especially the lack of the provisional guarantee;
- False declaration or falsified documents.
- Incomplete or non compliant documents;
- Incomplete financial offer;
- Omission of quantified unit price in the financial offer;
- Unit prices not in accordance with the official commodity price list or not within the generally accepted price scale
- Bidders with any record of ongoing and/or abandoned projects in the Republic without any valid justification at the time (date) of publication of this call for tenders.

Document N°. 4:

SPECIAL ADMINISTRATIVE CONDITIONS (SAC).

CONTENT

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Contracts with conditional phases (article 9 of GAC)
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Chapter II: Financial conditions

- Article 12 - Guarantees and bonds (articles 21 and 40 of GAC)
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- Article 14 - Place and method of payment (GAC supplemented)
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Chapter III: Execution of services

- Article 24 - Patent rights (GAC supplemented)
- Article 25 - Place of delivery and deadline (articles 31 and 33(1))
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- Article 30 - Documents to be furnished before the technical acceptance (article 41 of GAC supplemented)
- Article 31 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 32 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)
- Article 33 - Guarantee deadline (article 40 of GAC supplemented)
- Article 34 - Final acceptance (article 48 of GAC)

Chapter V: Sundry provisions

- Article 35 - Termination of the contract (article 57 of GAC)
- Article 36 - Case of force majeure (article 56 of GAC)

- Article 37 - Differences and disputes (article 61 of GAC)
Article 38 - Drafting and dissemination of this contract (GAC supplemented)
Article 39 and last - Entry into force of the contract (GAC supplemented)

CHAPTER I: GENERAL

Article 1: Subject of tender

Subject of the contract: The subject of this contract is THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

1.2.Nature of services: THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION.

Article 2: Award procedure (GAC supplemented): The Contracting Authority shall award the contract to the bidder whose bid shall be judged essentially in conformity with the Request for Quotation and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid is evaluated as the lowest by including, where necessary, proposed rebates.

Article 3: Definitions and duties (article 2 of GAC supplemented)

3.1 General definition:

- **The Contracting Authority:** Shall be the Mayor of MISAJE. He awards the contract and ensures the preservation of originals of contract documents and the transmission of copies to the Ministry in charge of Public Contracts and ARMP.
- The authority in charge of the control of effectiveness of execution of the services shall be the Ministry in charge of Public Contracts;
- **The Authorising Officer:** Shall be the **Mayor of MISAJE Council**, Donga Mantung Division; he represents the beneficiary administration of the services;
- **The Contract Manager:** Shall be the DD MINDDEL ; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- **The Contract Engineer:** Shall be the Divisional **Chief of State Property**, Donga-Mantung Division, herein after referred to as the Engineer who shall ensure that delivery is mechanically and electrically functional.
- **The project Manager:** Shall be the **S.G of MISAJE Council** .
- **The control brigade of MINMAP** shall ensure the respect of technical and administrative procedures during the execution and on reception.
- **The Contractor:** Shall be.....

3.2.Security: This contract may be used a security subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment shall be: **The Mayor of MISAJE Council**.
- The authority in charge of the clearance of expenditures shall be the **is the Divisional Controller of Finance for Donga-Mantung**
- The body or official in charge of payment shall be **Municipal Treasurer of MISAJE Council**
- The official competent to furnish information within the context of execution of this contract shall be the **Mayor of MISAJE Council**.

Article 4: Language, applicable law and regulation (GAC supplemented)

- The language to be used shall be *English and/or French*.
- The supplier shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract. If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Standards (article 3 of GAC supplemented)

5.1 The supplies done in execution of this contract shall be in conformity with the standards laid down in the Technical Specifications and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent authority.

5.2 The supplier shall study, execute and guarantee the supplies and services of this contract by taking into consideration the best practices in Cameroon for operations of similar technology.

Article 6: Constituent documents of the contract (Article 9 of GAC): The constituent contractual documents of this contract in order of priority are;

- 1) The bid or commitment letter;
- 2) The supplier's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Technical Specifications referred to above;
- 3) The Special Administrative Conditions (SAC);
- 4) The Technical Specifications (TS);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;
- 7) The General Technical Conditions applicable to services forming the subject of the contract.

Article 7: General instruments in force: This contract shall be governed by the following general instruments:

1. The instruments governing the professional corps;
2. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
3. Decree N.2018/345 of 12 June 2018 to lay down the common rules applicable to Public enterprises
4. Decree No. 20012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders Boards;
5. Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
6. Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
7. Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
8. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
9. The finance law in force, relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
10. The applicable standards;
11. Other instruments specific to the domain concerned in the contract.

Article 8: Communication (Article 6 of GAC supplemented)

8.1. All notifications and written communication within the framework of this contract shall be sent to the following address:

8.2. In the case where the contractor is the addressee Sir, Madam, **the contractor**, beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the contract manager, correspondences will be validly addressed the DO of MISAJE, where the supplies shall be delivered.

8.3. In the case where the Project Owner is the addressee: Mr./Madam, **The Mayor of MISAJE Council**, with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where necessary.

8.4. In the case where the Contracting Authority is the addressee: Mr./Madam **The Mayor of MISAJE Council**, with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer Project Manager, where necessary.

8.5. The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority, Project Manager, the Contract Manager and to DD MINMAP

Article 9: Administrative Orders (Article 8 of GAC): The various Administrative Orders shall be established and notified as follows:

9.1.The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with copies to the Project Owner, the Contract Engineer, and the Paying Body.

9.2.On the proposal of the Project Owner, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Contracting Authority and notified to the supplier by Contract Manager with a copy to the Project Owner, Contract Engineer, Project Manager and Paying Body. The prior endorsement of the Payment Body shall possibly be required for those with an incidence on the amount.

9.3.Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed by Contracting Authority and notified to the supplier by the Contract Manager with copies to the contract Engineer and project owner.

9.4.Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the supplier by Contract Manager and a copy to the Contract Engineer and Project Manager.

9.5.Administrative Orders for suspension or resumption of supplies for reasons of the weather or other cases of force majeure shall be signed by the Contract Manager upon the proposal of the Project Manager and notified to the supplier by the Engineer (as per type of supplies).

9.6.With regard to Administrative Orders signed by the Contracting Authority and notified by the Project Owner, notification must be done within a **maximum deadline of 30 days** from the date of transmission by the Contracting Authority to the Project Owner. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner and proceed to carry out the said notification.**

Article 10: Contracts with conditional phases (article 9 of GAC)

10.1 The contract shall be in one phase. At the end of the phase, the Project Owner shall accept the services and issue an attestation of proper execution to the supplier.

Article 11: Supplier's equipment and staff

1. Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the supplier shall have himself replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good working order.

2. In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the Project Manager within 15 days of the notification of the Administrative Order to start execution. The Project Manager has 07 days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time-limit, these lists shall be considered as approved.

11.3 Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the contract as mentioned in article 34 below or application of penalties (specify). In case of replacement of key staff (site foreman etc.) in non-conformity with this article, the contractor shall be liable to a penalty worth a fifth part of one thousand (5/1000th) of the amount of the contract all taxes inclusive.

1. The supplier shall use the appropriate equipment in the proper execution of the project according to the rules of article 10(5). Any modification must be made known to the Contracting Authority.

CHAPTER II: FINANCIAL CONDITIONS

Article 12: Guarantees and securities (Articles 21 and 40 of GAC)

12.1 Final bond: The final bond shall be in conformity with Article 41.2. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days from the date of notification of the contract.

The guarantee must be returned or released within one month following the date of provisional acceptance of the supplies, following a release issued by the Project Owner upon request by the supplier.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Project Owner upon request by the contractor.

1. Guarantee of start-off advance

b) Refund of the start-off advance: The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract.

Article 13: Amount of the contract: The amount of this contract as shown on the attached *[detail or estimates]* is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

1. Amount exclusive of VAT: _____ (_____) CFA F

2. Amount of VAT: _____ (_____) CFA F.

Article 14: Place and method of payment (GAC supplemented): The Project Owner shall pay the sums due by transfer into account No. _____ opened in the name of the supplier in _____ bank.

Article 15: Price variation (Article 17 of GAC)

1. Prices shall be firm.

- Payments on bills made to the supplier as advances shall not be revisable.
- Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

Article 16: Price revision formulae (article 18 of GAC): The prices on the unit price schedule shall be revisable only in case where the difference is more than 25% of the contract amount.

Article 17: Price updating formulae (article 18 of GAC): The prices on the unit price schedule shall be updated only in case where the difference is more than 25% of the contract amount.

Article 18: Advances (article 21 of GAC)

1. **Request for the start-off advance:** At the express request of the contractor, a start-off advance not exceeding 30% of the contract ATI may be granted. This advance shall be 100% guaranteed by banking institution in Cameroon and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model enclosed in Appendix.

2. The time-limit for payment of the start-off advance is fixed at **05 days** from the date of its request by the supplier.

Article 19: Payment (article 19 of GAC supplemented): The Contracting Authority has a time-limit of the three (03) days to visa and forward the contractor's bill for payment.

Article 20: Interest on overdue payments (Article 20 of GAC): Possible interests on overdue payments are paid by statement of sums due in accordance with Decree N°. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

Article 21: Penalties for delays (Article 34 of GAC supplemented)

• Penalties for delay

1. The amount set for penalties for delays is fixed as follows (modifiable):

- *One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;*
- *One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.*

1. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

• Specific penalties (amounts to be specified)

1. Independently of penalties for overrun of contractual time-limit, the supplier shall be liable for the following special penalties for non-observation of provisions of the contract

- Late submission of final bond;
- Late submission of insurances.

Article 22: Tax and customs regulations (article 10 of GAC)

Decree No. 2003/651 of 16 April 2003 lays down the conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;

- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;

All taxes inclusive prices means VAT included.

Article 23: Stamp duty and registration of contracts (article 11 of GAC): Seven (7) original copies of the contract shall be stamped by and at the cost of the supplier, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF SERVICES

Article 24: Patent rights(GAC supplemented): The supplier shall guarantee the Authorising officer against claims by third parties relating to the infringement or unauthorized use of a patent right, a trademark or industrial creation right resulting from the use of supplies or their components.

Article 25: Place and delivery deadline (articles 31 and 33(1) of GAC)

1. The place of delivery shall be the Integrated Health Centre Concerned.
2. The delivery deadline of the services forming the subject of this contract shall be: two (02) months **(sixty (60) calendar days)**.
3. This deadline shall run from the date of notification of the Administrative Order to start execution.

Article 26: Role and responsibilities of the supplier (GAC supplemented): The mission of the supplier shall be to ensure the supply of goods as described in the Technical Specifications under the control of the Project Manager and in conformity with this contract and the applicable rules and standards.

Article 27: Transport and insurance (article 31 of GAC)

1. **Packaging for transportation:** The supplier must take all the necessary measures so that the supplies proposed are protected by careful packaging appropriate for maritime, air, rail or road transport. The supplier must take all measures to repair the possible damages caused during transportation up to the place of delivery.
2. **Insurance:** All types of risks during the transportation up to the place of delivery must be covered by insurance subscribed by the supplier.

Article 28: After-sales service and consumables (article 14 of GAC): The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of **six (6)months** from the date of the final acceptance and shall clearly present:

1. a duly mandated permanent representative;
2. repair workshops;
3. qualified personnel capable of carrying out all the repairs necessary for the smooth functioning of the equipment or accessories he supplied;
4. a sufficient stock of spare parts.

CHAPTER IV: ACCEPTANCE

Article 29: Documents to be furnished prior to the technical acceptance (article 41 of GAC supplemented)

Within at least ten (10) days prior to the provisional acceptance, the supplier shall forward to the Project Owner the following documents:

1. Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;
2. Notification of the delivery;
3. Certificate of guarantee by the manufacturer or supplier;
4. Certificate of origin.

Article 30: Acceptance (articles 40 and 41 of GAC): Prior to the Provisional Acceptance, the supplier shall request in writing to the Contract Manager with a copy to the Engineer, the organization of a technical visit before the acceptance.

1. Trials included in preliminary operations to the acceptance shall be the testing of the equipment.
2. The Acceptance Commission shall comprise the following members for guidelines only:

1. Contracting Authority(Project Owner) or his RepresentativeChairman
2. The Contract Engineer:Secretary;
3. The DD MINMAP or his representative.....observer
4. The Project ManagerMember;
5. The contract ManagerMember;
6. The Store Accountant of the service:Member;
7. A staff of the control brigade MINMAP.....observer
3. The Contractor or his representative:Member

Members of the Commission shall be convened by the chairman to the acceptance by mail at least ten (03) days before the date of acceptance. The supplier is bound to attend. He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission.

The Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the supplies if there is need.

The visit for acceptance shall be the subject of minutes of acceptance signed on the spot by all the members of the Commission. There shall be no partial acceptance of the supplies.

The Guarantee period commences as of the date of provisional reception which is also the final reception

Article 31: Documents to furnish after provisional acceptance (article 40 of GAC supplemented):

The following documents shall be furnished after the provisional acceptance;

1. Operation Manual

Article 32:Guarantee period (article 40 of GAC supplemented)

1. The guarantee period shall be *six (06) months* to run from the date of the acceptance of the supplies.
2. During the guarantee period, the supplier shall be bound to provide all After-sales service and consumables.

Article 33: Final acceptance (article 48 of GAC)

1. The provisional acceptance shall serve as the final acceptance.
2. The Project Manager shall be a member of the commission.
3. The acceptance shall mark the end of the contract and shall release the Contract Manager of all obligations. The joint signature of the final detailed bills by the **Project Owner**, the **supplier** and the **Contracting Authority** shall definitely end the contract.

Chapter V: SUNDRY PROVISIONS

Article 34: Termination of the contract (article 57 of GAC): The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2018/366 of 20th June 2018 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

- Delay of more than (7) calendar days in the execution of an Administrative Order or unjustified stoppage of service of more than (7) calendar days;
- Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
- Refusal to repeat poor supplies;
- Default by the supplier;
- Persistent non-payment for services.

Article 35: Case of force majeure (article 56 of GAC).

Article 36: Disagreements and disputes (article 61 of GAC): Differences or disputes born out of the execution of this contract may be the subject of amicable solution. Where no amicable solution can be found to a dispute, it shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 37: Production and dissemination of this contract (GAC supplemented): Ten (10) copies of this contract shall be produced at the cost of the supplier and furnished to the Contracting Authority.

Article 38 and last: Entry into force of the contract (GAC supplemented): This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the supplier by the Contracting Authority.

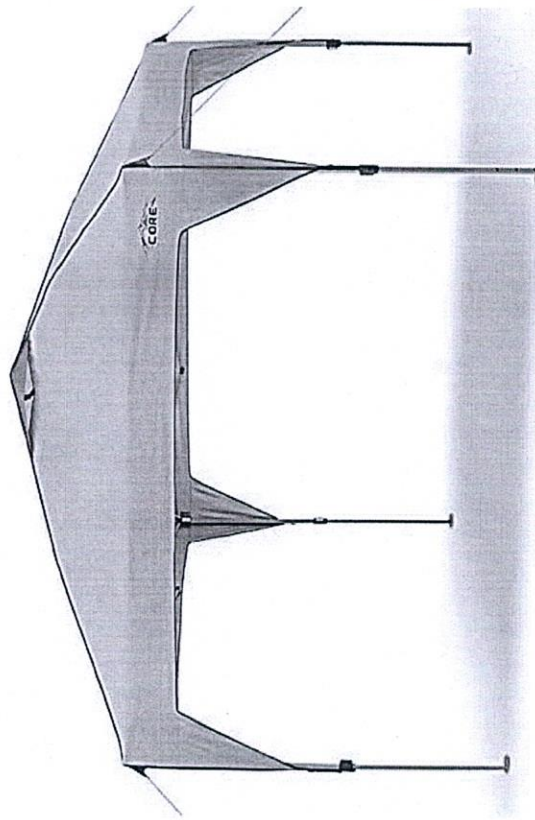
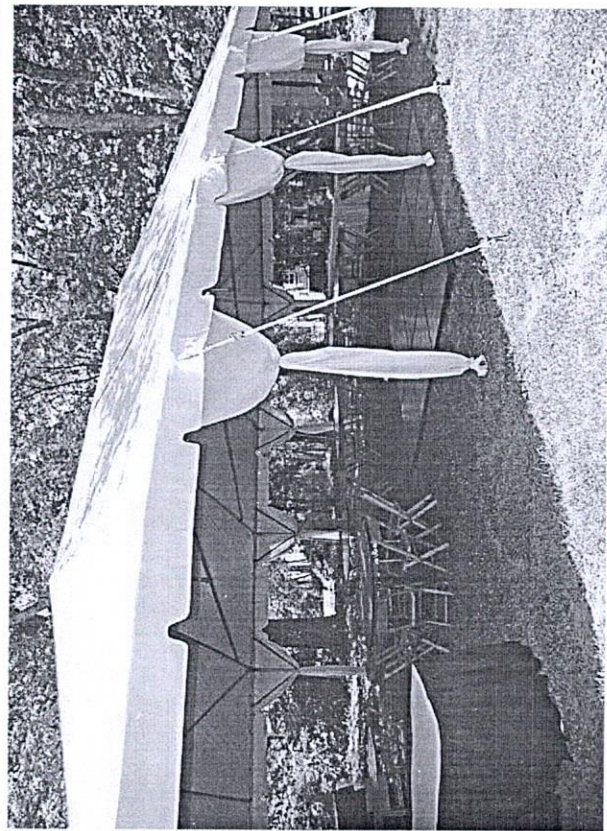
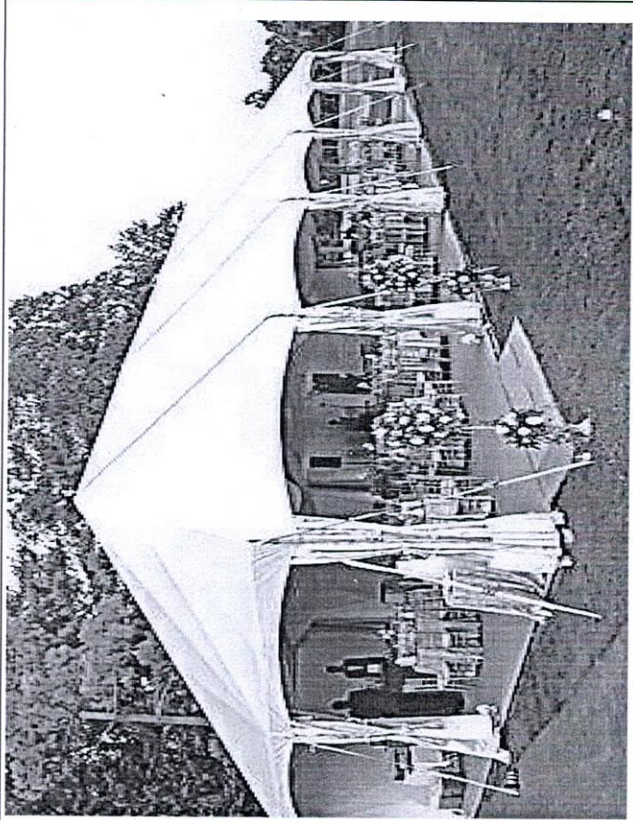
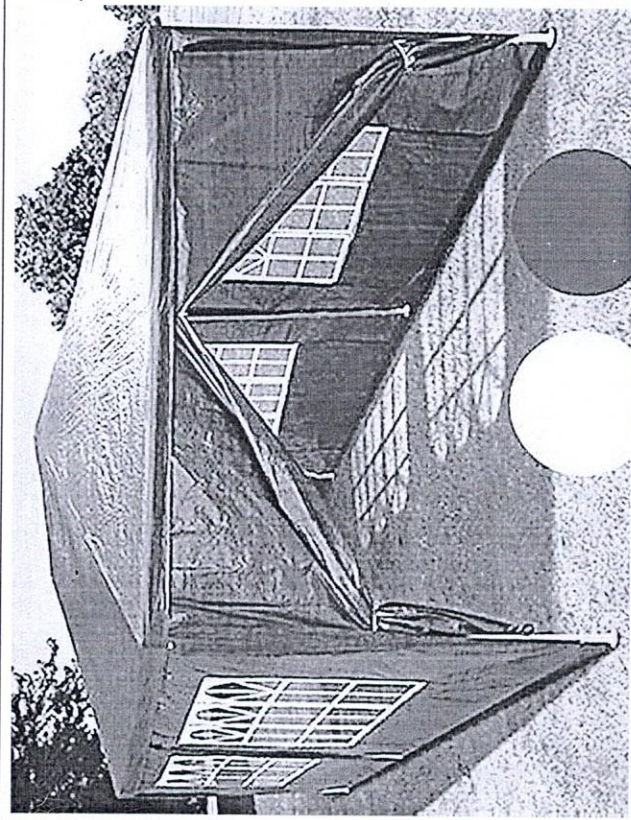
(See coherence with the General Administrative Conditions)

DOCUMENT N°. 5: TECHNICAL SPECIFICATIONS

The TS constitute the basis of verification of the conformity of the supplies and their evaluation. Consequently, well defined TS ease the preparation of conforming bids by bidders as well as the preliminary examination, evaluation and comparison of bids by the Evaluation Sub-committee.

- The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except the contract stipulates otherwise.
- The TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applied to the same sector may constitute a safe base to prepare the TS.
- The use of the metric system is highly recommended.
- The standardisation of TS may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use by the labourers of the materials, equipment generally used in the manufacture of similar supplies.
- The standards in terms of equipment, materials and labour specified in the tender documents should not have an exclusion character. As far as possible, international standards must be used. References to trade marks, catalogue numbers or other details which circumscribe the materials or articles to a particular manufacturer must, as far as possible, be avoided. Where inevitable, such description of an article must always include the inscription "or equivalent in substance".
- The TS describe in detail the requirements concerning, among others, the following aspects:
 - Standards required concerning materials and manufacturing and production of supplies;
 - Details concerning tests (type and number);
 - Complementary ancillary services necessary to ensure delivery/execution in due form;
 - d) Detailed activities borne by the bidder, possible participation of the buyer in these activities;
 - e) List of functioning guarantees (details) covered by the Guarantee and details concerning the applicable damages in case of the non-respect of this functioning guarantees.

SN	Description	Unit	Quantity
101	Rectangular canopies of 8,00x6,00m (100 places) with galvanized iron, the top and borders in flexible colored tarpaulin with treated waterproof material	U	4
102	Canopies (chapiteaux) of 5,00x5,00m (100 places) with galvanized iron, the top and borders in flexible colored, treated waterproof tarpaulin	u	4
103	Visitors chair (big size) with durable galvanized iron; seating and back rest in strong plastic material, properly screwed.	u	200
104	Visitors chair (big size) with durable galvanized iron; seating and back rest in proper foam or couch, dressed with colored durable material.	u	200
105	Labeling and numbering of all the supplied items	FF	1
106	Environmental screening sheet/risk analysis	FF	1



DOCUMENT N°. 6:**SCHEDULE OF UNIT PRICES**

The Schedule of unit and all-in prices must be included in the Tender File must in the minimum include the description of supplies and services forming the subject of the tender file.

SCHEDULE OF SUB DETAIL OF UNIT PRICES FOR							
Nº.	Designation	Cost price	Transport	Order price	Delivery fees	Margin	Unit price EVAT
.....							
.....							
07	ENVIRONMENTAL IMPACT DOCUMENT						

Name of bidder:.....

Signature.....

Date.....

DOCUMENT N°. 7:**QUANTITIES AND COST ESTIMATES**

BILL OF QUANTITIES AND COST ESTIMANTES FOR					
No.	DESCRIPTION	UNIT	QTY	U.P	T.P
.....					
07	ENVIRONMENTAL IMPACT DOCUMENT	U	01		
	TOTAL WITHOUT TAXES				
	VAT (19.25%)				
	AIR (2.2% OR 5.5%)				
	TOTAL TAXES				
	TOTAL TAXES INCLUSIVE				
	NET PAYABLE				

Name of bidder:.....

Signature.....

Date.....

APPENDICES

Appendix I

DECLARATION OF THE INTENTION TO TENDER

I, the undersigned Mr.

Nationality

Function

In my capacity as General Manager of P.O. BOX

Hereby acknowledge receipt of the file for the **REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024**

Concerning the **THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION**

And hereby declare my intention to tender for the said contract.

Done at On the

General Manager

Appendix 2

Model Submission letter

Date:

**REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024
FOR THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-
MANTUNG DIVISION**

The Mayor of MISAJE Council

Dear Sir/Madam,

After studying the Consultation File which we officially acknowledge receipt, we the undersigned, hereby tender to supply and deliver the

.....
In accordance with the request for Consultation and for the sum of

.....
(in words) exclusive of Value Added Tax and..... all Taxes inclusive
(in figures),..... Exclusive of Value Added Tax andall Taxes
inclusive.

If our bid is approved, we undertake to deliver the supplies in accordance with the provisions specified in the Bill of Quantities and Cost.

We are bound by the terms of this bid for a period of ninety (90) days from the date fixed for opening of bids, as laid down in the letter of invitation to tender. The bid shall bind us and may be accepted at any time before the end of this period.

Pending the due preparation and signing of a jobbing order, this bid completed by your written acceptance and the notification of award of the jobbing order, shall serve as a jobbing order binding us mutually.

On the

Signature.....

Name and capacity of signatory

On behalf of the Candidate

Appendix 3

MODEL BID BOND

Reference of the guarantee: N° _____

Invitation to tender N° _____

We understand that _____ (hereinafter called "the bidder"), has submitted his bid on **REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/2024 FOR THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION**

We, _____ (Bank) of _____ (country), with our head quarter in _____ hereby declare to guarantee payment to the contracting authority of the sum of _____ (in letters and in figures), that the Bank is committed to pay completely to the contracting authority, bidding itself, its successors and assignees.

Signed and authenticated by the aforementioned Bank this (day) of (month), and (year).

The conditions of this commitment are as follows:

1. If after the opening of the bids, the bidder withdraws his Offer during the validity period specified by himself in his tender, or
2. If the bidder, having been notified of the award of the contract by the contracting authority during the period of bid validity:
 - Fails or refuses to sign the contract even though required to do so:
 - Fails or refuses to furnish the final bond for the contract as provided for by the contract.

We undertake to pay the contracting authority an amount up to the maximum of the sum referred to above upon receipt of his written demand, without the contracting authority having to substantiate his demand, provided that in its demand the contracting authority shall note that the amount claimed by him is due, because on or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the contracting authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the contracting authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation, be submitted to Cameroon law.

Signature and stamp of the Guarantors

Date _____

Address _____

Appendix 4

MODEL OF UNDERTAKING

(To be submitted after the award)

I the undersigned (name and first name of the signatory)

_____ acting as
_____ (quality of the signatory with respect to the
company), of Nationality _____, and residence in _____.

After having read and taken note of all the parts of the **REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/ 2024 FOR THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION**

We, _____ (Bank) of _____

I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.

I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.

I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.

I declare moreover that I remain committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

INTERNAL TENDERS BOARD OF MISAJE COUNCIL

REQUEST FOR QUOTATION N° 0002./RQ/NWR/DMD/MC/M.CITB/2024 OF .06/.03/2024 FOR THE SUPPLY OF CHAIRS , CANOPIES AND ACESSORIES TO MISAJE COUNCIL ,DONGA-MANTUNG DIVISION

Deadline for submission of bids.....

BID COMPARISON TABLE

No.	Names of Bidders	Address	Bid Compliance		Delivery		Total Price TTC	Remarks
			Yes	No	Period (time)	Place		
1								
2								
3								
4								

Members of the Tenders Board

Name	Duty	Signature

Document N°. 12:

**LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED
TO ISSUE BONDS FOR PUBLIC CONTRACTS IN CAMEROON.**

- Afriland First Bank
- Banque Atlantique
- Banque Gabonaise pour le Financement International (BGFI BANK)
- Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- CITI Bank
- Commercial Bank of Cameroon (CBC)
- Eçobank
- National Financial Credit Bank
- Société Camerounaise de Banque au Cameroun
- Société Générale de Banque au Cameroun
- Standard Chartered Bank Cameroon
- Union Bank of Cameroon
- United Bank for Africa.

II- Insurancecompanies

- Chanas Insurance;
- Activa Insurance
- Zineth Insurance